

Residential Sewer Connection Fee Agreement

Agreement made this _____ day of _____, 2012, between _____
_____, ("Owner(s)) of _____
_____ and the Town of Tyngsborough, Massachusetts, a Massachusetts
municipal corporation with offices at Town Hall, 25 Bryants Lane, Tyngsborough, Massachusetts 01879
(the "Town") by its Board of Sewer Commissioners (the "Commission").

WHEREAS, the Owner(s) warrant and represents that the Owner(s) are the owner(s) of record of the
property located at _____ in Tyngsborough, Massachusetts, (the
"Property"), and more particularly described in a Deed recorded at the Middlesex North Registry of
Deeds in Book _____, Page _____, and shown as Lot _____ on Tyngsborough's Assessors
Map _____; and the Owner(s) wish to connect to and use the Town's public sewer system
solely for residential purposes;

NOW, THEREFORE, the Parties, for mutual consideration, agree as follows:

1. The Owner(s) shall be allowed, at the Owner(s)' sole cost and expense, to connect to and use
the Tyngsborough sewer system for residential use for the Property.
- 2, The Owner(s) agree to comply with the applicable Sewer Use Rules and Regulations
promulgated, adopted, and implemented by the Commission, as amended from time to time.
3. The Owner(s) shall pay to the Town a connection fee of Four Thousand Nine Hundred Fifty
Dollars (\$4,950.00), plus an application fee of Two Hundred Fifty Dollars (\$250.00).

- a. The connection fee of Four Thousand Nine Hundred Fifty and 00/100 dollars (\$4,950.00) shall be payable to the Town over a twenty (20) year period at a rate of 5% interest, provided that if the Property is in any way conveyed, transferred or alienated, the entire balance shall be payable immediately. The connection fee shall be paid by the Owner(s) to the Town in the following manner:
 - i. One payment of One Hundred Ninety Seven and 19/100 Dollars (\$ 197.19) upon execution of this Agreement.
 - ii. Thirty Nine (39) payments of One Hundred Ninety Seven and 19/100 Dollars (\$197.19) payable in semi-annual installments for a period of nineteen and one-half (19 ½) years from the date of execution of this Agreement.
 - b. The Application fee of Two Hundred Fifty and 00/100 Dollars (\$250.00) shall be payable in full, upon submission of the Application for Connection to Public Sewer and upon execution of this Agreement.
4. This Agreement shall be recorded with the Middlesex North Registry of Deeds within seven (7) days of its final execution and shall bind and inure to the benefit of and be enforceable by the Parties and their respective successors. The Owner(s) shall give notice to the Town through its Commission upon recording of this Agreement with the Middlesex North Registry of Deeds, by mailing or delivering in hand a copy of this Agreement, certified by said Registry of Deeds, to the Commission, at present, Town Hall, 25 Bryants Lane, Tyngsborough, MA 01879.

5. No Permits shall issue from the Town until said certified copy is received.
6. This Agreement shall be a covenant to run with the land. Upon full and final payment, a covenant release must be obtained from the Sewer Commission and recorded at the Middlesex Registry of Deeds at the Owner(s) expense.
7. The Owner(s) acknowledge that the Owner(s) have read and understand the terms and conditions of this Agreement, understand that this Agreement is a legal document, and have been afforded the opportunity to consult with and have this Agreement reviewed by legal counsel.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representative(s) on this _____ day of _____, 2012.

TOWN OF TYNGSBOROUGH
SEWER COMMISSION:

By: _____
Jeffrey Hannaford, Chairman

Gerald P. Foley

Frederick Perrault

OWNER(S):

Signature

Print Name

Signature

Print Name:

Property Address:

Tyngsborough, MA 01879

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this _____ day of _____, 20__, before me, the undersigned Notary Public personally appeared the members of the Tyngsborough Sewer Commission who proved to me through satisfactory evidence of identification, which was _____ to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that such persons signed it voluntarily for its stated purpose.

_____, Notary Public
My Commission Expires: _____

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, SS

On this _____ day of _____, 20__, before me the undersigned Notary Public personally appeared the _____ who proved to me through satisfactory evidence of identification, which was _____ to be the person(s) whose names are signed on the preceding or attached document, and acknowledged to me that such persons signed it voluntarily for its stated purpose.

_____, Notary Public
My Commission Expires: _____